

ORDINANCE 16-07

(KENDRICK / THORNLEY ANNEXATION)

WHEREAS, the owners of certain real property, described below, desire to annex such real property to the corporate limits of Hyrum City, Utah; and

WHEREAS, said real property is located within the area proposed for annexation and covers a majority of the private land area within the area proposed for annexation; and

WHEREAS, said real property is equal in value to at least one-third (1/3) of the value of all private real property within the area proposed for annexation; and

WHEREAS, said real property is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City and the annexation thereof will not leave or create an unincorporated island or peninsula; and

WHEREAS, said real property covers 100% of the private land area within the area propose annexation if the area is within an agricultural protection area, or a migratory bird protection area; and

WHEREAS, said property covers an area that is equivalent to less than five percent (5%) of the total land mass of all private real property within Hyrum City; and

WHEREAS, said owners have caused a Petition for Annexation to be filed with the city, together with an accurate plat of the real property which was made under the supervision of a competent, licensed surveyor; and

WHEREAS, on July 7, 2016, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

WHEREAS, the City Council published and mailed notice of the certification as required by law; and

WHEREAS, no timely protests have been filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, the City Council held the required public hearing after giving notice as required by law, and has

determined annexation of said property is appropriate and desirable;

NOW, THEREFORE, pursuant to Section 10-2-407, Utah Code Annotated 1953, as amended, the City Council of Hyrum City, Utah, hereby adopts, passes, and publishes the following:

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (KENDRICK / THORNLEY - 1.56 ACRES).

BE IT ORDAINED, by the City Council of Hyrum City, Cache County, State of Utah, as follows:

SECTION 1. That certain real property, more particularly described in Section 2 below is hereby annexed to Hyrum City, Utah, under the conditions of the attached Annexation Agreement and the corporate limits of said city are hereby extended accordingly.

SECTION 2. That the real property which is the subject of this Ordinance is described as follows:

Commencing at the West Quarter Corner of said Section; Thence N0°01'10"E 33.00 Feet along the West Line of said Section; Thence N89°49'13"E 289.50 feet along the North Line of State Highway 101 to the point of beginning on the existing Hyrum City Corporate Limit Line; Thence along said existing Corporate Limit Line the following four courses.

1. N0°01'10" East 300.00 feet;
2. N89°49'13"E 142.50 feet;
3. N0°01'10"E 544.58 feet;
4. N89°49'13"E 30.00 feet;

Thence S0°01'10"W 844.58 feet along the proposed Hyrum City Corporate Line to the North Line of said Highway and the existing Hyrum City Corporate Limit Line; Thence S89°49'13"W 172.50 feet along said North Line of Highway and said existing Hyrum City Corporate Limit Line to the point of beginning.

Containing 1.56 Acres, more or less.

SECTION 3. That the real property described in Section 2 above shall be classified as being in the Commercial C-1 Zone in accordance with the provisions of Section 17.20.020 of the Hyrum City Municipal Code and the zoning map of Hyrum City shall be amended to include the real property described above.

SECTION 4. A certified copy of this ordinance, an original plat describing the property, and the annexation agreement shall be filed with the Cache County Recorder within thirty (30) days after the date this ordinance is adopted.

SECTION 5. This ordinance shall become effective upon the posting of three (3) copies in each of three (3) public places within the corporate limits of Hyrum City.

ADOPTED AND PASSED by the Hyrum City Council this 29th day of August, 2016.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted:

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between Hyrum City, a Utah municipal corporation, and Craig Thornley, Scott Kendrick, Pete Kendrick, Gary Kendrick, Ryan Kendrick, and Jason Kendrick owners of real property adjacent to the municipal limits of Hyrum City, and Scott Kendrick, contact sponsor of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of one and 56/100 (1.56) acres of real property, which property bears Cache County Tax Number 01-003-0034 and is more particularly described hereafter; and

WHEREAS, on June 13, 2016, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on June 16, 2016, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on July 7, 2016, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on August 18, 2016, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. SUBJECT PROPERTY. The subject property of this annexation agreement is described as follows:

Commencing at the West Quarter Corner of said Section; Thence N0°01'10"E 33.00 Feet along the West Line of said Section; Thence N89°49'13"E 289.50 feet along the North Line of State Highway 101 to the point of beginning on the existing Hyrum City Corporate Limit Line; Thence along said existing Corporate Limit Line the following four courses.

1. N0°01'10" East 300.00 feet;
2. N89°49'13"E 142.50 feet;
3. N0°01'10"E 544.58 feet;
4. N89°49'13"E 30.00 feet;

Thence S0°01'10"W 844.58 feet along the proposed Hyrum City Corporate Line to the North Line of said Highway and the existing Hyrum City Corporate Limit Line; Thence S89°49'13"W 172.50 feet along said North Line of Highway and said existing Hyrum City Corporate Limit Line to the point of beginning.

Containing 1.56 Acres, more or less.

2. DEVELOPMENT. Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. ZONING. Zoning of subject property shall be Commercial C-1.

4. WATER SHARES. As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070, which requirement will be satisfied by APPLICANT's submission of 4.68 acre-feet of water represented by water made available by Hyrum City Corp at the rate of \$3,500 per acre-foot for a total of \$16,380.00. The total of all water provided by APPLICANT will comply with the CITY's current requirement of three (3) acre feet per gross acre developed, which requirement must be met upon annexation. Hyrum City further reserves the right to limit the area served by the municipal piped irrigation system to the amount of land

that can be watered by water represented by the shares of Hyrum Irrigation Company stock. All other outside watering may be restricted to service provided through the municipal culinary distribution system.

5. CULINARY WATER. APPLICANT and/or developers will be responsible to install a main water line to connect development on the property to the City's culinary water system.

6. WASTEWATER COLLECTION. APPLICANT and/or developers will be responsible to install sewer mains and lift stations to connect development on this property to the municipal collections lines.

7. IRRIGATION. APPLICANT and/or developers will be responsible to install a main irrigation water line to connect development on the property to the City's pressurized irrigation system, if so desired.

8. TRANSPORTATION. APPLICANT understands and agrees that development on this property requiring access onto Highway 101 and/or Highway 165 and will need approval from UDOT for an access permit. Hyrum City Staff will meet with UDOT if APPLICANT and/or developer so desires to express Hyrum City's concerns, conditions, and commitments regarding applicant's and/or developer's request for an access permit from UDOT. However, an access permit is the sole responsibility of the APPLICANT and/or developers. Hyrum City is not responsible to get an access permit for this property from UDOT nor does it have any liability or financial responsibility to APPLICANT and/or developer if such access permit can not be obtained from UDOT.

9. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

10. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

11. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced

according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

12. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

13. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

14. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

15. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

16. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

APPLICANTS:

Witness:

Craig Thornley

Witness:

Scott Kendrick

Witness:

Pete Kendrick

Witness:

Gary Kendrick

Witness:

Ryan Kendrick

Witness:

Jason Kendrick

